

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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OMAR MALCOLM, KARVEN ALCINDOR, ANTHONY APONTE, SHIRLENE BLAIR, DERYCK CHARLES, LATIF CORNELIUS, LANAE CURRY, JOSE DEJESUS, SHAKIYNA ESPINO, ROBERTO FERNANDEZ, VLAJEMY FRANCOIS, CRYSTAL GARNETT, CHANTEL GOUVEIA, APRIL HERNEY-KOSAKOWSKI, TAMELLE HILLIARD, YOLANDA HOLMES, MONIQUE JOHNSON, KEYSHA LEWIS, CAROLYN MARAJ, HUZIRAN MOZEB, ZHIHUI PU, DAVID RUDDOCK, MYRLINE ULYSSES, and BRICE WILLIAMS, individually and on behalf of all others similarly situated,

Case #:20-cv-09641 (ALC)

**AMENDED COLLECTIVE
ACTION COMPLAINT**

Plaintiffs,

-against-

JURY TRIAL DEMANDED

THE CITY OF NEW YORK,

Defendant.

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Plaintiffs KARVEN ALCINDOR, ANTHONY APONTE, SHIRLENE BLAIR, DERYCK CHARLES, LATIF CORNELIUS, LANAE CURRY, JOSE DEJESUS, SHAKIYNA ESPINO, ROBERTO FERNANDEZ, VLAJEMY FRANCOIS, CRYSTAL GARNETT, CHANTEL GOUVEIA, APRIL HERNEY-KOSAKOWSKI, TAMELLE HILLIARD, YOLANDA HOLMES, MONIQUE JOHNSON, KEYSHA LEWIS, OMAR MALCOLM, CAROLYN MARAJ, HUZIRAN MOZEB, ZHIHUI PU, DAVID RUDDOCK, MYRLINE ULYSSES, and BRICE WILLIAMS, individually and on behalf of all others similarly situated, as representatives, by their attorneys Moser Law Firm, P.C. allege, upon personal knowledge as to themselves and upon information and belief as to other matters, as follows:

PRELIMINARY STATEMENT

1. Plaintiffs Karven Alcindor (“Alcindor”), Anthony Aponte (“Aponte”), Shirlene Blair (“Blair”), Deryck Charles (“Charles”), Latif Cornelius (“Cornelius”), Lanae Curry (“Curry”), Jose DeJesus (“DeJesus”), Shakiyna Espino (“Espino”), Roberto Fernandez (“Fernandez”), Vlajemy Francois (“Francois”), Crystal Garnett (“Garnett”), Chantel Gouveia (“Gouveia”), April Herney-Kosakowski (“Herney”), Tamelle Hilliard (“Hilliard”), Yolanda Holmes (“Holmes”), Monique Johnson (“Johnson”), Keysha Lewis (“Lewis”), Omar Malcolm (“Malcolm”), Carolyn Maraj (“Maraj”), Huziran Mozeb (“Mozeb”), Zhihui Pu (“Pu”), David Ruddock (“Ruddock”), Myrline Ulysses (“Ulysses”), Brice Williams (“Williams”)(collectively “Plaintiffs”) and the putative members of the collective action are non-exempt employees of the Department of Corrections (“DOC”), an agency of the City of New York (“NYC”) and bring this action for violations of the Fair Labor Standards Act (“FLSA”) including failure to pay overtime and failure to pay overtime promptly/timely.

2. Plaintiff Malcolm also brings this action in his individual capacity for retaliation under the FLSA.

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction over the claims in this action pursuant to the provisions of 28 U.S.C. § 1331 and 29 U.S.C. § 201 et. seq.

4. Venue is proper in this district pursuant to 29 U.S.C. § 1391 as Defendant resides in this district and as a substantial part of the events or omissions giving rise to the instant claims occurred in this district.

THE PARTIES

Plaintiffs

5. Plaintiff Alcindor is an individual who resides in the State of New York, County of Queens.

6. Plaintiff Aponte is an individual who resides in the State of New York, County of Suffolk.

7. Plaintiff Blair is an individual who resides in the State of New York, County of Nassau.

8. Plaintiff Charles is an individual who resides in the State of New York, County of Bronx.

9. Plaintiff Cornelius is an individual who resides in the State of New York, County of New York.

10. Plaintiff Curry is an individual who resides in the State of New York, County of Richmond.

11. Plaintiff DeJesus is an individual who resides in the State of New York, County of Bronx.

12. Plaintiff Espino is an individual who resides in the State of New York, County of Orange.

13. Plaintiff Fernandez is an individual who resides in the State of New York, County of New York.

14. Plaintiff Francois is an individual who resides in the State of New York, County of Suffolk.

15. Plaintiff Garnett is an individual who resides in the State of New York, County of Kings.

16. Plaintiff Gouveia is an individual who resides in the State of New York, County of Queens.

17. Plaintiff Herney is an individual who resides in the State of New York, County of Nassau.

18. Plaintiff Hilliard is an individual who resides in the State of New York, County of Kings.

19. Plaintiff Holmes is an individual who resides in the State of New York, County of Kings.

20. Plaintiff Johnson is an individual who resides in the State of New York, County of New York.

21. Plaintiff Lewis is an individual who resides in the State of New York, County of Nassau.

22. Plaintiff Malcolm is an individual who resides in the State of New York, County of Suffolk.

23. Plaintiff Maraj is an individual who resides in the State of New York, County of Orange.

24. Plaintiff Mozeb is an individual who resides in the State of New York, County of Kings.

25. Plaintiff Pu is an individual who resides in the State of New York, County of Queens.

26. Plaintiff Ruddock is an individual who resides in the State of New York, County of Queens.

27. Plaintiff Ulysses is an individual who resides in the State of New York, County of New York.

28. Plaintiff Williams is an individual who resides in the State of New York, County of Nassau.

Defendant

29. Defendant NYC is a municipality organized and existing pursuant to the laws of the State of New York and maintains its principal place of business in the City, County and State of New York.

30. Defendant NYC is, and at all material times was, a public agency within the meaning of the FLSA.

31. Defendant NYC is, and at all materials times was, a political subdivision of the State of New York and a local government “employer” within the meaning of the FLSA.

32. Defendant is a covered employer within the meaning of the FLSA.

33. Plaintiffs, and other similarly situated individuals, are covered employees within the meaning of the FSLA.

STATEMENT OF FACTS

34. Plaintiff Alcindor is a Correction Officer with the DOC currently assigned to the Robert N. Davoren Complex (“RNDC”)

35. Plaintiff Aponte is a Captain currently assigned to the RNDC.

36. Plaintiff Blair is an Assistant Deputy Warden currently assigned to the RNDC.

37. Plaintiff Charles is a Correction Officer currently assigned to the RNDC.

38. Plaintiff Cornelius is a Correction Officer currently assigned to the RNDC.

39. Plaintiff Curry is a Correction Officer currently assigned to the RNDC.

40. Plaintiff DeJesus is a Correction Officer currently assigned to the RNDC.

41. Plaintiff Espino is a Captain currently assigned to the RNDC.

42. Plaintiff Fernandez is a Captain currently assigned to the RNDC.

43. Plaintiff Francois is a Captain currently assigned to the Anna M. Kross Center (“AMKC”).

44. Plaintiff Garnett is a Correction Officer currently assigned to the RNDC.

45. Plaintiff Gouveia is a Correction Officer currently assigned to the RNDC.

46. Plaintiff Herney is a Correction Officer currently assigned to the RNDC.

47. Plaintiff Hilliard is a Correction Officer currently assigned to the RNDC.

48. Plaintiff Holmes is a Correction Officer currently assigned to the RNDC.

49. Plaintiff Johnson is a Captain currently assigned to the RNDC.

50. Plaintiff Lewis is a Correction Officer currently assigned to the RNDC.

51. Plaintiff Malcolm is an Assistant Deputy Warden currently assigned to the RNDC.

52. Plaintiff Maraj is an Assistant Deputy Warden currently assigned to the RNDC.

53. Plaintiff Mozeb is a Correction Officer currently assigned to the RNDC.

54. Plaintiff Pu is a Correction Officer currently assigned to the RNDC.

55. Plaintiff Ruddock is a Correction Officer currently assigned to the RNDC.

56. Plaintiff Ulysses is a Correction Officer currently assigned to the Security Operations Division.

57. Plaintiff Williams is a Captain currently assigned to the AMKC.

58. Plaintiffs, and other similarly situated individuals, keep track of their time via timesheets.

59. Plaintiffs, and other similarly situated individuals, often worked/work in excess of 40 hours a week.

60. At the end of each daily tour, Plaintiffs, and other similarly situated individuals, submit tour certification sheets that list, *inter alia*, all of the overtime they work.

61. The time sheets/tour certification sheets are given to a timekeeper who puts the information into a program called CityTime.

62. The timesheets/tour certification sheets are submitted to the Defendant/DOC on a daily basis.

63. As a matter of policy, the Defendant/DOC is supposed to pay overtime compensation earned in a particular workweek on the regular payday for the period in which such workweek ends.

64. The Defendant/DOC is able to pay overtime compensation earned in a particular workweek on the regular payday for the period in which such workweek ends.

65. In direct violation of its own payroll policy, Defendant/DOC has repeatedly failed to pay Plaintiffs, and other similarly situated individuals, their overtime compensation earned in a particular workweek on the regular pay day for the period in which such workweek ends.

66. The Defendant/DOC has engaged in a widespread practice of delaying the payment of overtime compensation to the Plaintiffs and other similarly situated individuals for one pay period or more.

67. Defendant/DOC willfully failed to pay Plaintiffs and other similarly situated individuals overtime compensation timely in accordance with the FLSA.

68. For example, during the past three years:¹

(a) Plaintiff Aponte has been paid approximately 304 hours of overtime late. Defendant/DOC failed to timely pay Plaintiff Aponte approximately \$20,998.94 as follows:

- (1) Defendant/DOC untimely compensated Plaintiff Aponte \$520.09 for eight (8) hours earned on January 22, 2019—to be paid on February 8, 2019—on February 22, 2019.
- (2) Defendant/DOC untimely compensated Plaintiff Aponte \$133.69 for two (2) hours earned on March 18, 2019—to be paid on April 5, 2019—on May 31, 2019.
- (3) Defendant/DOC untimely compensated Plaintiff Aponte \$267.39 for four (4) hours earned on March 19, 2019—to be paid on April 5, 2019—on May 31, 2019.
- (4) Defendant/DOC untimely compensated Plaintiff Aponte \$334.23 for five (5) hours earned on March 21, 2019—to be paid on April 5, 2019—on May 31, 2019.
- (5) Defendant/DOC untimely compensated Plaintiff Aponte \$401.08 for six (6) hours earned on April 18, 2019—to be paid on May 3, 2019—on May 31, 2019.
- (6) Defendant/DOC untimely compensated Plaintiff Aponte \$538.75 for eight (8) hours earned on October 17, 2019—to be paid on November 1, 2019—on November 15, 2019.
- (7) Defendant/DOC untimely compensated Plaintiff Aponte \$134.69 for two (2) hours earned on May 21, 2020—to be paid on June 12, 2020—on June 26, 2020.
- (8) Defendant/DOC untimely compensated Plaintiff Aponte \$538.75 for eight (8) hours earned on May 27, 2020—to be paid on June 12, 2020—on June 26, 2020.

¹ For each Plaintiff, the overtime listed represents hours above and beyond 40 hours worked in the pertinent week.

- (9) Defendant/DOC untimely compensated Plaintiff Aponte \$404.06 for six (6) hours earned on May 28, 2020—to be paid on June 12, 2020—on June 26, 2020.
- (10) Defendant/DOC untimely compensated Plaintiff Aponte \$538.75 for eight (8) hours earned on June 10, 2020—to be paid on July 10, 2020—on July 24, 2020.
- (11) Defendant/DOC untimely compensated Plaintiff Aponte \$538.75 for eight (8) hours earned on June 18, 2020—to be paid on July 10, 2020—on August 21, 2020.
- (12) Defendant/DOC untimely compensated Plaintiff Aponte \$538.75 for eight (8) hours earned on June 19, 2020—to be paid on July 10, 2020—on August 21, 2020.
- (13) Defendant/DOC untimely compensated Plaintiff Aponte \$538.75 for eight (8) hours earned on June 23, 2020—to be paid on July 10, 2020—on August 21, 2020.
- (14) Defendant/DOC untimely compensated Plaintiff Aponte \$538.75 for eight (8) hours earned on June 24, 2020—to be paid on July 10, 2020—on July 24, 2020.
- (15) Defendant/DOC untimely compensated Plaintiff Aponte \$538.75 for eight (8) hours earned on June 25, 2020—to be paid on July 10, 2020—on July 24, 2020.
- (16) Defendant/DOC untimely compensated Plaintiff Aponte \$269.37 for four (4) hours earned on June 29, 2020—to be paid on July 24, 2020—on August 21, 2020.
- (17) Defendant/DOC untimely compensated Plaintiff Aponte \$404.06 for six (6) hours earned on June 30, 2020—to be paid on July 24, 2020—on August 21, 2020.
- (18) Defendant/DOC untimely compensated Plaintiff Aponte \$538.75 for eight (8) hours earned on July 1, 2020—to be paid on July 24, 2020—on August 21, 2020.
- (19) Defendant/DOC untimely compensated Plaintiff Aponte \$542.72 for eight (8) hours earned on July 10, 2020—to be paid on July 24, 2020—on August 21, 2020.

- (20) Defendant/DOC untimely compensated Plaintiff Aponte \$407.04 for six (6) hours earned on July 14, 2020—to be paid on August 7, 2020—on August 21, 2020.
- (21) Defendant/DOC untimely compensated Plaintiff Aponte \$542.72 for eight (8) hours earned on July 22, 2020—to be paid on August 7, 2020—on October 2, 2020.
- (22) Defendant/DOC untimely compensated Plaintiff Aponte \$425.50 for six (6) hours earned on August 19, 2020—to be paid on September 4, 2020—on October 2, 2020.
- (23) Defendant/DOC untimely compensated Plaintiff Aponte \$283.67 for four (4) hours earned on September 1, 2020—to be paid on September 18, 2020—on October 2, 2020.
- (24) Defendant/DOC untimely compensated Plaintiff Aponte \$567.33 for eight (8) hours earned on September 2, 2020—to be paid on September 18, 2020—on October 2, 2020.
- (25) Defendant/DOC untimely compensated Plaintiff Aponte \$141.83 for two (2) hours earned on September 3, 2020—to be paid on September 18, 2020—on October 2, 2020.
- (26) Defendant/DOC untimely compensated Plaintiff Aponte \$567.33 for eight (8) hours earned on September 18, 2020—to be paid on October 2, 2020—on October 16, 2020.
- (27) Defendant/DOC untimely compensated Plaintiff Aponte \$567.33 for eight (8) hours earned on September 22, 2020—to be paid on October 16, 2020—on October 30, 2020.

- (28) Defendant/DOC untimely compensated Plaintiff Aponte \$425.50 for six (6) hours earned on September 23, 2020—to be paid on October 16, 2020—on December 24, 2020.
- (29) Defendant/DOC untimely compensated Plaintiff Aponte \$425.50 for six (6) hours earned on September 24, 2020—to be paid on October 16, 2020—on December 24, 2020.
- (30) Defendant/DOC untimely compensated Plaintiff Aponte \$425.50 for six (6) hours earned on September 30, 2020—to be paid on October 16, 2020—on December 24, 2020.
- (31) Defendant/DOC untimely compensated Plaintiff Aponte \$425.50 for six (6) hours earned on October 1, 2020—to be paid on October 16, 2020—on December 24, 2020.
- (32) Defendant/DOC untimely compensated Plaintiff Aponte \$567.33 for eight (8) hours earned on October 6, 2020—to be paid on October 30, 2020—on December 24, 2020.
- (33) Defendant/DOC untimely compensated Plaintiff Aponte \$283.67 for four (4) hours earned on October 7, 2020—to be paid on October 30, 2020—on December 24, 2020.
- (34) Defendant/DOC untimely compensated Plaintiff Aponte \$567.33 for eight (8) hours earned on October 8, 2020—to be paid on October 30, 2020—on December 24, 2020.

- (35) Defendant/DOC untimely compensated Plaintiff Aponte \$567.33 for eight (8) hours earned on October 14, 2020—to be paid on October 30, 2020—on November 13, 2020.
- (36) Defendant/DOC untimely compensated Plaintiff Aponte \$567.33 for eight (8) hours earned on October 15, 2020—to be paid on October 30, 2020—on November 13, 2020.
- (37) Defendant/DOC untimely compensated Plaintiff Aponte \$354.58 for five (5) hours earned on October 22, 2020—to be paid on November 13, 2020—on November 27, 2020.
- (38) Defendant/DOC untimely compensated Plaintiff Aponte \$567.33 for eight (8) hours earned on October 23, 2020—to be paid on November 13, 2020—on November 27, 2020.
- (39) Defendant/DOC untimely compensated Plaintiff Aponte \$567.33 for eight (8) hours earned on October 26, 2020—to be paid on November 13, 2020—on November 27, 2020.
- (40) Defendant/DOC untimely compensated Plaintiff Aponte \$567.33 for eight (8) hours earned on October 28, 2020—to be paid on November 13, 2020—on November 27, 2020.
- (41) Defendant/DOC untimely compensated Plaintiff Aponte \$469.42 for seven (7) hours earned on October 29, 2020—to be paid on November 13, 2020—on November 27, 2020.

- (42) Defendant/DOC untimely compensated Plaintiff Aponte \$567.33 for eight (8) hours earned on October 30, 2020—to be paid on November 13, 2020—on November 27, 2020.
- (43) Defendant/DOC untimely compensated Plaintiff Aponte \$469.42 for seven (7) hours earned on November 19, 2020—to be paid on December 11, 2020—on January 22, 2021.
- (44) Defendant/DOC untimely compensated Plaintiff Aponte \$851.00 for 12 hours earned on December 7, 2020—to be paid on December 25, 2020—on January 22, 2021;
- (45) Defendant/DOC untimely compensated Plaintiff Aponte \$141.83 for two (2) hours earned on December 8, 2020—to be paid on December 25, 2020—on January 22, 2021; and
- (46) Defendant/DOC untimely compensated Plaintiff Aponte \$425.50 for six (6) hours earned on December 9, 2020—to be paid on December 25, 2020—on January 22, 2021.

(b) Plaintiff Blair has been paid approximately 23.3 hours of overtime late. Defendant/DOC failed to pay Plaintiff Blair approximately \$2,076.96 timely as follows:

- (1) Defendant/DOC untimely compensated Plaintiff Blair \$691.47 for eight (8) hours earned on May 15, 2018 which was to be paid on June 1, 2018.
- (2) Defendant/DOC untimely compensated Plaintiff Blair \$388.96 for 4.3 hours earned on September 7, 2018 which was to be paid on September 21, 2018.
- (3) Defendant/DOC untimely compensated Plaintiff Blair \$249.23 for three (3) hours earned on June 19, 2019—to be paid on July 12, 2019—on July 26, 2019.

- (4) Defendant/DOC untimely compensated Plaintiff Blair \$747.30 for eight (8) hours earned on March 21, 2020—to be paid on April 3, 2020—on April 17, 2020.

(c) Plaintiff Charles has been paid approximately 16 hours of overtime late. Defendant/DOC failed to pay Plaintiff Charles approximately \$1,065.60 timely as follows:

- (1) Defendant/DOC untimely compensated Plaintiff Charles \$521.02 for eight (8) hours earned on February 7, 2019—to be paid on February 22, 2019—on May 3, 2019.
- (2) Defendant/DOC untimely compensated Plaintiff Charles \$204.22 for three (3) hours earned on September 28, 2020—to be paid on October 2, 2020—on December 11, 2020.
- (3) Defendant/DOC untimely compensated Plaintiff Charles \$340.36 for five (5) hours earned on September 29, 2020—to be paid on October 16, 2020—on December 11, 2020.

(d) Plaintiff Cornelius has been paid approximately 18 hours of overtime late. Defendant/DOC failed to pay Plaintiff Cornelius approximately \$780.47 timely as follows:

- (1) Defendant/DOC untimely compensated Plaintiff Cornelius \$86.72 for two (2) hours earned on August 16, 2020—to be paid on September 4, 2020—on September 18, 2020.
- (2) Defendant/DOC untimely compensated Plaintiff Cornelius \$86.72 for two (2) hours earned on August 17, 2020—to be paid on September 4, 2020—on September 18, 2020.

- (3) Defendant/DOC untimely compensated Plaintiff Cornelius \$86.72 for two (2) hours earned on September 24, 2020—to be paid on October 16, 2020—on November 13, 2020.
- (4) Defendant/DOC untimely compensated Plaintiff Cornelius \$86.72 for two (2) hours earned on September 27, 2020—to be paid on October 16, 2020—on December 11, 2020.
- (5) Defendant/DOC untimely compensated Plaintiff Cornelius \$86.72 for two (2) hours earned on September 28, 2020—to be paid on October 16, 2020—on January 8, 2021.
- (6) Defendant/DOC untimely compensated Plaintiff Cornelius \$86.72 for two (2) hours earned on December 8, 2020—to be paid on December 25, 2020—on January 8, 2021.
- (7) Defendant/DOC untimely compensated Plaintiff Cornelius \$260.15 for six (6) hours earned on December 9, 2020—to be paid on December 25, 2020—on January 8, 2021.

(e) Plaintiff Curry has been paid approximately 74.6 hours of overtime late. Defendant/DOC failed to pay Plaintiff Curry approximately \$3,172.35 timely as follows:

- (1) Defendant/DOC untimely compensated Plaintiff Curry \$330.96 for eight (8) hours earned on January 16, 2020—to be paid on February 7, 2020—on February 21, 2020.
- (2) Defendant/DOC untimely compensated Plaintiff Curry \$330.96 for eight (8) hours earned on April 26, 2020—to be paid on May 15, 2020—on June 12, 2020.

- (3) Defendant/DOC untimely compensated Plaintiff Curry \$330.96 for eight (8) hours earned on April 27, 2020—to be paid on May 15, 2020—on September 4, 2020.
- (4) Defendant/DOC untimely compensated Plaintiff Curry \$330.96 for eight (8) hours earned on May 31, 2020—to be paid on June 26, 2020—on July 24, 2020.
- (5) Defendant/DOC untimely compensated Plaintiff Curry \$330.96 for eight (8) hours earned on June 30, 2020—to be paid on July 24, 2020—on September 4, 2020.
- (6) Defendant/DOC untimely compensated Plaintiff Curry \$238.47 for 5.3 hours earned on September 13, 2020—to be paid on October 2, 2020—on December 24, 2020.
- (7) Defendant/DOC untimely compensated Plaintiff Curry \$238.47 for 5.3 hours earned on September 14, 2020—to be paid on October 2, 2020—on December 24, 2020.
- (8) Defendant/DOC untimely compensated Plaintiff Curry \$346.87 for eight (8) hours earned on September 22, 2020—to be paid on October 2, 2020—on December 24, 2020.
- (9) Defendant/DOC untimely compensated Plaintiff Curry \$346.87 for eight (8) hours earned on September 27, 2020—to be paid on October 16, 2020—on December 24, 2020.
- (10) Defendant/DOC untimely compensated Plaintiff Curry \$346.87 for eight (8) hours earned on September 28, 2020—to be paid on October 16, 2020—on December 24, 2020.

(f) Plaintiff DeJesus was paid approximately 59 hours of overtime late. Defendant/DOC failed to pay Plaintiff DeJesus approximate \$2,456.47 timely as follows:

- (1) Defendant/DOC untimely compensated Plaintiff DeJesus \$248.22 for six (6) hours earned on February 27, 2020—to be paid on March 20, 2020—on April 3, 2020.
- (2) Defendant/DOC untimely compensated Plaintiff DeJesus \$41.37 for an hour (1) earned on February 27, 2020—to be paid on March 20, 2020—on August 7, 2020.
- (3) Defendant/DOC untimely compensated Plaintiff DeJesus \$289.59 for seven (7) hours earned on February 28, 2020—to be paid on March 20, 2020—on August 7, 2020.
- (4) Defendant/DOC untimely compensated Plaintiff DeJesus \$206.85 for five (5) hours earned on March 10, 2020—to be paid on April 3, 2020—on August 7, 2020.
- (5) Defendant/DOC untimely compensated Plaintiff DeJesus \$330.69 for eight (8) hours earned on March 19, 2020—to be paid on April 3, 2020—on August 7, 2020.
- (6) Defendant/DOC untimely compensated Plaintiff DeJesus \$206.85 for five (5) hours earned on March 23, 2020—to be paid on April 17, 2020—on May 1, 2020.
- (7) Defendant/DOC untimely compensated Plaintiff DeJesus \$206.85 for five (5) hours earned on March 24, 2020—to be paid on April 17, 2020—on August 7, 2020.
- (8) Defendant/DOC untimely compensated Plaintiff DeJesus \$330.96 for eight (8) hours earned on April 3, 2020—to be paid on April 17, 2020—on August 7, 2020.
- (9) Defendant/DOC untimely compensated Plaintiff DeJesus \$41.37 for an hour (1) earned on April 4, 2020—to be paid on April 17, 2020—on August 7, 2020.
- (10) Defendant/DOC untimely compensated Plaintiff DeJesus \$206.85 for five (5) hours earned on July 8, 2020—to be paid on July 24, 2020—on August 7, 2020.

- (11) Defendant/DOC untimely compensated Plaintiff DeJesus \$346.87 for eight (8) hours earned on December 5, 2020—to be paid on December 25, 2020—on January 8, 2021.

(g) Plaintiff Espino was paid approximately 32 hours of overtime late. Defendant/DOC failed to pay Plaintiff Espino approximately \$2,110.64 timely as follows:

- (1) Defendant/DOC untimely compensated Plaintiff Espino \$512.53 for eight (8) hours earned on February 23, 2019—to be paid on March 8, 2019—on April 5, 2019.
- (2) Defendant/DOC untimely compensated Plaintiff Espino \$512.53 for eight (8) hours earned on February 28, 2019—to be paid on March 22, 2019—on April 5, 2019.
- (3) Defendant/DOC untimely compensated Plaintiff Espino \$530.77 for eight (8) hours earned on June 10, 2020—to be paid on June 26, 2020—on July 24, 2020.
- (4) Defendant/DOC untimely compensated Plaintiff Espino \$554.81 for eight (8) hours earned on September 24, 2020—to be paid on October 16, 2020—on October 30, 2020.

(h) Plaintiff Fernandez was paid approximately 11 hours of overtime late. Defendant/DOC failed to pay Plaintiff Fernandez approximately \$769.36 timely as follows:

- (1) Defendant/DOC untimely compensated Plaintiff Fernandez \$202.03 for three (3) hours earned on August 29, 2019—to be paid on September 20, 2019—on October 4, 2019.
- (2) Defendant/DOC untimely compensated Plaintiff Fernandez \$567.33 for eight (8) hours earned on September 24, 2020—to be paid on October 16, 2020—on October 30, 2020.

(i) Plaintiff Francois was paid approximately 143.1 hours of overtime late. Defendant/DOC failed to pay Plaintiff Francois approximately \$9,843.54 timely as follows:

(1) Defendant/DOC untimely compensated Plaintiff Francois \$514.32 for eight (8) hours earned on January 22, 2019—to be paid on February 8, 2019—on February 22, 2019.

(2) Defendant/DOC untimely compensated Plaintiff Francois \$562.09 for 8.3 hours earned on April 27, 2019—to be paid on May 17, 2019—on July 26, 2019.

(3) Defendant/DOC untimely compensated Plaintiff Francois \$529.03 for eight (8) hours earned on May 29, 2019—to be paid on June 14, 2019—on August 9, 2019.

(4) Defendant/DOC untimely compensated Plaintiff Francois \$265.41 for four (4) hours earned on June 7, 2019—to be paid on June 28, 2019—on August 9, 2019.

(5) Defendant/DOC untimely compensated Plaintiff Francois \$566.31 for 8.3 hours earned on July 13, 2019—to be paid on July 26, 2019—on August 9, 2019.

(6) Defendant/DOC untimely compensated Plaintiff Francois \$533.00 for eight (8) hours earned on August 7, 2019—to be paid on August 23, 2019—on September 6, 2019.

(7) Defendant/DOC untimely compensated Plaintiff Francois \$233.19 for 3.3 hours earned on August 8, 2019—to be paid on August 23, 2019—on September 6, 2019.

(8) Defendant/DOC untimely compensated Plaintiff Francois \$333.12 for five (5) hours earned on October 25, 2019—to be paid on November 15, 2019—on December 13, 2019.

(9) Defendant/DOC untimely compensated Plaintiff Francois \$533.00 for eight (8) hours earned on March 9, 2020—to be paid on April 17, 2020—on June 26, 2020.

(10) Defendant/DOC untimely compensated Plaintiff Francois \$533.00 for eight (8) hours earned on March 11, 2020—to be paid on April 17, 2020—on June 26, 2020.

(11) Defendant/DOC untimely compensated Plaintiff Francois \$199.87 for three (3) hours earned on March 31, 2020—to be paid on April 17, 2020—on June 26, 2020.

(12) Defendant/DOC untimely compensated Plaintiff Francois \$548.49 for eight (8) hours earned on August 3, 2020—to be paid on August 21, 2020—on September 4, 2020.

(13) Defendant/DOC untimely compensated Plaintiff Francois \$561.59 for eight (8) hours earned on September 3, 2020—to be paid on September 18, 2020—on October 2, 2020.

(14) Defendant/DOC untimely compensated Plaintiff Francois \$596.69 for 8.3 hours earned on September 5, 2020—to be paid on September 18, 2020—on October 2, 2020.

(15) Defendant/DOC untimely compensated Plaintiff Francois \$561.59 for eight (8) hours earned on September 23, 2020—to be paid on October 16, 2020—on October 30, 2020.

(16) Defendant/DOC untimely compensated Plaintiff Francois \$561.59 for eight (8) hours earned on September 24, 2020—to be paid on October 16, 2020—on October 30, 2020.

(17) Defendant/DOC untimely compensated Plaintiff Francois \$245.69 for 3.3 hours earned on September 25, 2020—to be paid on October 16, 2020—on October 30, 2020.

(18) Defendant/DOC untimely compensated Plaintiff Francois \$596.69 for 8.3 hours earned on September 27, 2020—to be paid on October 16, 2020—on October 30, 2020.

(19) Defendant/DOC untimely compensated Plaintiff Francois \$350.99 for five (5) hours earned on September 29, 2020—to be paid on October 16, 2020—on October 30, 2020.

(20) Defendant/DOC untimely compensated Plaintiff Francois \$140.40 for two (2) hours earned on September 30, 2020—to be paid on October 16, 2020—on October 30, 2020.

(21) Defendant/DOC untimely compensated Plaintiff Francois \$280.79 for four (4) hours earned on October 1, 2020—to be paid on October 16, 2020—on October 30, 2020.

(22) Defendant/DOC untimely compensated Plaintiff Francois \$596.69 for 8.3 hours earned on November 14, 2020—to be paid on November 27, 2020—on December 11, 2020.

(j) Plaintiff Garnett was paid approximately 20.3 hours of overtime late. Defendant/DOC failed to pay Plaintiff Garnett approximately \$1,066.29 timely as follows:

- (1) Defendant/DOC untimely compensated Plaintiff Garnett \$313.02 for seven (7) hours earned on March 22, 2019—to be paid on April 5, 2019—on April 19, 2019.
- (2) Defendant/DOC untimely compensated Plaintiff Garnett \$370.44 for 5.3 hours earned on July 16, 2019—to be paid on August 9, 2019—on August 21, 2020.
- (3) Defendant/DOC untimely compensated Plaintiff Garnett \$382.83 for eight (8) hours earned on November 1, 2019—to be paid on November 15, 2019—on November 29, 2019.

(k) Plaintiff Gouveia was paid approximately 8 hours of overtime late. Defendant/DOC failed to pay Plaintiff Gouveia approximately \$330.96 timely as follows:

- (1) Defendant/DOC untimely compensated Plaintiff Gouveia \$330.96 for eight (8) hours earned on February 10, 2019—to be paid on March 8, 2019—on March 22, 2019.

(l) Plaintiff Herney was paid approximately 1.3 hours of overtime late. Defendant/DOC failed to pay Plaintiff Herney approximately \$58.92 timely as follows:

- (1) Defendant/DOC untimely compensated Plaintiff Herney \$58.92 for 1.3 hours earned on November 3, 2020—to be paid on November 27, 2020—on December 11, 2020.

(m) Plaintiff Hilliard was paid approximately 6 hours of overtime late. Defendant/DOC failed to pay Plaintiff Hilliard approximately \$208.50 timely as follows:

- (1) Defendant/DOC untimely compensated Plaintiff Hilliard \$208.50 for six (6) hours earned on May 4, 2019—to be paid on May 17, 2019—on May 31, 2019.

(n) Plaintiff Johnson was paid approximately 17 hours of overtime late. Defendant/DOC failed to pay Plaintiff Johnson approximately \$1,121.87 timely as follows:

- (1) Defendant/DOC untimely compensated Plaintiff Johnson \$63.81 for an hour (1) earned on November 4, 2018—to be paid on November 30, 2018—on July 12, 2019.
- (2) Defendant/DOC untimely compensated Plaintiff Johnson \$529.03 for eight (8) hours earned on May 18, 2020—to be paid on June 12, 2020—on June 26, 2020.
- (3) Defendant/DOC untimely compensated Plaintiff Johnson \$529.03 for eight (8) hours earned on May 20, 2020—to be paid on June 12, 2020—on June 26, 2020.

(o) Plaintiff Lewis was paid approximately 8 hours of overtime late. Defendant/DOC failed to pay Plaintiff Lewis approximately \$518.21 timely as follows:

- (1) Defendant/DOC untimely compensated Plaintiff Lewis \$450.86 for 7 hours earned on June 16, 2019—to be paid on July 12, 2019—on December 13, 2019.
- (2) Defendant/DOC untimely compensated Plaintiff Lewis \$67.35 for 1 hour earned on November 1, 2020—to be paid on November 27, 2020—on January 22, 2021.

(p) Plaintiff Malcolm was paid approximately 398 hours of overtime late. Defendant/DOC failed to pay Plaintiff Malcolm approximately \$32,393.68 timely as follows:

- (1) Defendant/DOC untimely compensated Plaintiff Malcolm \$498.81 for eight (8) hours earned on January 2, 2018—to be paid on January 26, 2018—on March 23, 2018.
- (2) Defendant/DOC untimely compensated Plaintiff Malcolm \$498.81 for eight (8) hours earned on January 10, 2018—to be paid on January 26, 2018—on October 10, 2020.
- (3) Defendant/DOC untimely compensated Plaintiff Malcolm \$358.38 for 5.45 hours earned on January 27, 2018—to be paid on February 9, 2018—on May 4, 2018.
- (4) Defendant/DOC untimely compensated Plaintiff Malcolm \$635.38 for eight (8) hours earned on June 7, 2018—to be paid on June 29, 2018—on September 7, 2018.
- (5) Defendant/DOC untimely compensated Plaintiff Malcolm \$635.38 for eight (8) hours earned on July 17, 2018—to be paid on July 27, 2018—on September 7, 2018.
- (6) Defendant/DOC untimely compensated Plaintiff Malcolm \$357.40 for 4.3 hours earned on May 15, 2018—to be paid on June 1, 2018—on November 2, 2018.
- (7) Defendant/DOC untimely compensated Plaintiff Malcolm \$635.38 for eight (8) hours earned on August 15, 2018—to be paid on September 7, 2018—on November 2, 2018.
- (8) Defendant/DOC untimely compensated Plaintiff Malcolm \$635.38 for eight (8) hours earned on August 17, 2018—to be paid on September 7, 2018—on November 2, 2018.
- (9) Defendant/DOC untimely compensated Plaintiff Malcolm \$635.38 for eight (8) hours earned on September 17, 2018—to be paid on October 5, 2018—on November 2, 2018.
- (10) Defendant/DOC untimely compensated Plaintiff Malcolm \$698.77 for 8.3 hours earned on October 4, 2018—to be paid on October 19, 2018—on November 1, 2019.
- (11) Defendant/DOC untimely compensated Plaintiff Malcolm \$635.38 for eight (8) hours earned on October 15, 2018—to be paid on November 2, 2018—on November 16, 2018.

(12) Defendant/DOC untimely compensated Plaintiff Malcolm \$635.38 for eight (8) hours earned on October 18, 2018—to be paid on November 2, 2018—on November 16, 2018.

(13) Defendant/DOC untimely compensated Plaintiff Malcolm \$714.80 for nine (9) hours earned on December 31, 2018—to be paid on January 25, 2019—on March 8, 2019.

(14) Defendant/DOC untimely compensated Plaintiff Malcolm \$82.21 for an hour (1) earned on January 1, 2019—to be paid on January 25, 2019—on February 7, 2020.

(15) Defendant/DOC untimely compensated Plaintiff Malcolm \$635.38 for eight (8) hours earned on January 3, 2019—to be paid on January 25, 2019—on February 22, 2019.

(16) Defendant/DOC untimely compensated Plaintiff Malcolm \$657.67 for eight (8) hours earned on January 10, 2019—to be paid on January 25, 2019—on February 7, 2020.

(17) Defendant/DOC untimely compensated Plaintiff Malcolm \$657.67 for eight (8) hours earned on April 7, 2019—to be paid on May 3, 2019—on June 28, 2019.

(18) Defendant/DOC untimely compensated Plaintiff Malcolm \$657.67 for eight (8) hours earned on April 16, 2019—to be paid on May 4, 2018—on May 17, 2019.

(19) Defendant/DOC untimely compensated Plaintiff Malcolm \$657.67 for eight (8) hours earned on April 17, 2019—to be paid on May 3, 2019—on May 17, 2019.

(20) Defendant/DOC untimely compensated Plaintiff Malcolm \$657.67 for eight (8) hours earned on May 25, 2019—to be paid on June 14, 2019—on June 28, 2019.

(21) Defendant/DOC untimely compensated Plaintiff Malcolm \$657.67 for eight (8) hours earned on June 10, 2019—to be paid on June 28, 2019—on August 9, 2019.

(22) Defendant/DOC untimely compensated Plaintiff Malcolm \$657.67 for eight (8) hours earned on June 24, 2019—to be paid on July 12, 2019—on August 9, 2019.

(23) Defendant/DOC untimely compensated Plaintiff Malcolm \$657.67 for eight (8) hours earned on June 28, 2019—to be paid on July 12, 2019—on July 26, 2019.

(24) Defendant/DOC untimely compensated Plaintiff Malcolm \$369.94 for four (4) hours earned on June 28, 2019—to be paid on July 12, 2019—on July 26, 2019.

(25) Defendant/DOC untimely compensated Plaintiff Malcolm \$657.67 for eight (8) hours earned on August 5, 2019—to be paid on August 23, 2019—on October 4, 2019.

(26) Defendant/DOC untimely compensated Plaintiff Malcolm \$1,315.33 for 16 hours earned on August 8, 2019—to be paid on August 23, 2019—on February 7, 2020.

(27) Defendant/DOC untimely compensated Plaintiff Malcolm \$657.67 for eight (8) hours earned on August 12, 2019—to be paid on September 6, 2019—on October 4, 2019.

(28) Defendant/DOC untimely compensated Plaintiff Malcolm \$1,150.92 for 14 hours earned on August 19, 2019—to be paid on September 6, 2019—on October 4, 2019.

(29) Defendant/DOC untimely compensated Plaintiff Malcolm \$657.67 for eight (8) hours earned on August 30, 2019—to be paid on September 20, 2019—on October 4, 2019.

(30) Defendant/DOC untimely compensated Plaintiff Malcolm \$82.21 for an hour (1) earned on December 1, 2019—to be paid on December 27, 2019—on February 7, 2020.

(31) Defendant/DOC untimely compensated Plaintiff Malcolm \$657.67 for eight (8) hours earned on December 13, 2019—to be paid on December 27, 2019—on January 10, 2020.

(32) Defendant/DOC untimely compensated Plaintiff Malcolm \$657.67 for eight (8) hours earned on December 31, 2019—to be paid on January 24, 2020—on February 7, 2020.

(33) Defendant/DOC untimely compensated Plaintiff Malcolm \$658.86 for eight (8) hours earned on March 23, 2020—to be paid on April 5, 2019—on June 12, 2020.

(34) Defendant/DOC untimely compensated Plaintiff Malcolm \$658.86 for eight (8) hours earned on April 5, 2020—to be paid on May 1, 2020—on June 12, 2020.

(35) Defendant/DOC untimely compensated Plaintiff Malcolm \$658.86 for eight (8) hours earned on April 17, 2020—to be paid on May 1, 2020—on June 12, 2020.

(36) Defendant/DOC untimely compensated Plaintiff Malcolm \$657.67 for eight (8) hours earned on February 11, 2020—to be paid on March 6, 2020—on June 26, 2020.

(37) Defendant/DOC untimely compensated Plaintiff Malcolm \$657.67 for eight (8) hours earned on February 29, 2020—to be paid on March 20, 2020—on June 26, 2020.

(38) Defendant/DOC untimely compensated Plaintiff Malcolm \$123.31 for 1.3 hours earned on March 20, 2020—to be paid on April 3, 2020—on April 17, 2020.

(39) Defendant/DOC untimely compensated Plaintiff Malcolm \$657.67 for eight (8) hours earned on March 21, 2020—to be paid on April 3, 2020—on April 17, 2020.

(40) Defendant/DOC untimely compensated Plaintiff Malcolm \$617.68 for 7.3 hours earned on March 25, 2020—to be paid on April 17, 2020—on June 26, 2020.

(41) Defendant/DOC untimely compensated Plaintiff Malcolm \$617.68 for 7.3 hours earned on April 18, 2020—to be paid on May 1, 2020—on June 26, 2020.

(42) Defendant/DOC untimely compensated Plaintiff Malcolm \$700.04 for 8.3 hours earned on April 27, 2020—to be paid on May 15, 2020—on June 26, 2020.

(43) Defendant/DOC untimely compensated Plaintiff Malcolm \$658.86 for eight (8) hours earned on May 14, 2020—to be paid on May 29, 2020—on July 24, 2020.

(44) Defendant/DOC untimely compensated Plaintiff Malcolm \$700.04 for 8.3 hours earned on May 21, 2020—to be paid on June 12, 2020—on July 24, 2020.

(45) Defendant/DOC untimely compensated Plaintiff Malcolm \$700.04 for 8.3 hours earned on May 27, 2020—to be paid on June 12, 2020—on June 26, 2020.

(46) Defendant/DOC untimely compensated Plaintiff Malcolm \$700.04 for 8.3 hours earned on June 2, 2020—to be paid on June 26, 2020—on July 24, 2020.

(47) Defendant/DOC untimely compensated Plaintiff Malcolm \$658.86 for eight (8) hours earned on June 10, 2020—to be paid on June 26, 2020—on July 24, 2020.

(48) Defendant/DOC untimely compensated Plaintiff Malcolm \$700.04 for 8.3 hours earned on June 22, 2020—to be paid on July 10, 2020—on July 24, 2020.

(49) Defendant/DOC untimely compensated Plaintiff Malcolm \$123.54 for 1.3 hours earned on June 25, 2020—to be paid on July 10, 2020—on July 24, 2020.

(50) Defendant/DOC untimely compensated Plaintiff Malcolm \$658.86 for eight (8) hours earned on June 27, 2020—to be paid on July 10, 2020—on July 24, 2020.

(51) Defendant/DOC untimely compensated Plaintiff Malcolm \$504.93 for six (6) hours earned on September 4, 2020—to be paid on September 18, 2020—on October 2, 2020.

(52) Defendant/DOC untimely compensated Plaintiff Malcolm \$336.62 for four (4) hours earned on October 17, 2020—to be paid on October 30, 2020—on January 22, 2021.

(53) Defendant/DOC untimely compensated Plaintiff Malcolm \$168.31 for two (2) hours earned on November 15, 2020—to be paid on December 11, 2020—on January 22, 2021.

(54) Defendant/DOC untimely compensated Plaintiff Malcolm \$715.31 for 8.3 hours earned on November 23, 2020—to be paid on December 11, 2020—on January 22, 2021.

(q) Plaintiff Maraj was paid approximately 32 of hours of overtime late. Defendant/DOC failed to pay Plaintiff Maraj \$2,635.44 timely as follows:

(1) Defendant/DOC untimely compensated Plaintiff Maraj \$658.86 for eight (8) hours earned on June 27, 2020—to be paid on July 10, 2020—on July 24, 2020.

(2) Defendant/DOC untimely compensated Plaintiff Maraj \$658.86 for eight (8) hours earned on July 8, 2020—to be paid on July 24, 2020—on August 7, 2020.

(3) Defendant/DOC untimely compensated Plaintiff Maraj \$658.86 for eight (8) hours earned on July 26, 2020—to be paid on August 21, 2020—on September 18, 2020.

(4) Defendant/DOC untimely compensated Plaintiff Maraj \$658.86 for eight (8) hours earned on July 28, 2020—to be paid on August 21, 2020—on September 18, 2020.

(r) Plaintiff Mozeb was paid approximately 24 hours of overtime late. Defendant/DOC failed to pay Plaintiff Mozeb \$908.78 timely as follows:

- (1) Defendant/DOC untimely compensated Plaintiff Mozeb \$277.99 for eight (8) hours earned on October 26, 2018—to be paid on November 16, 2018—on May 17, 2019.
- (2) Defendant/DOC untimely compensated Plaintiff Mozeb \$299.83 for eight (8) hours earned on December 11, 2019—to be paid on December 27, 2019—on October 2, 2020.
- (3) Defendant/DOC untimely compensated Plaintiff Mozeb \$330.96 for eight (8) hours earned on January 16, 2020—to be paid on February 7, 2020—on October 2, 2020.

(s) Plaintiff Ruddock was paid approximately 41.6 hours of overtime late. Defendant/DOC failed to pay Plaintiff Ruddock \$2,828.85 timely as follows:

- (1) Defendant/DOC untimely compensated Plaintiff Ruddock \$336.77 for five (5) hours earned on August 19, 2020—to be paid on September 4, 2020—on January 8, 2021.
- (2) Defendant/DOC untimely compensated Plaintiff Ruddock \$134.71 for two (2) hours earned on September 19, 2020—to be paid on October 2, 2020—on December 24, 2020.
- (3) Defendant/DOC untimely compensated Plaintiff Ruddock \$168.38 for 2.3 hours earned on September 20, 2020—to be paid on October 16, 2020—on December 24, 2020.
- (4) Defendant/DOC untimely compensated Plaintiff Ruddock \$538.83 for eight (8) hours earned on September 27, 2020—to be paid on October 16, 2020—on January 8, 2021.
- (5) Defendant/DOC untimely compensated Plaintiff Ruddock \$134.71 for two (2) hours earned on November 1, 2020—to be paid on November 27, 2020—on December 24, 2020.
- (6) Defendant/DOC untimely compensated Plaintiff Ruddock \$505.15 for 7.3 hours earned on November 6, 2020—to be paid on November 27, 2020—on December 24, 2020.
- (7) Defendant/DOC untimely compensated Plaintiff Ruddock \$538.83 for eight (8) hours earned on November 11, 2020—to be paid on November 27, 2020—on December 24, 2020.

- (8) Defendant/DOC untimely compensated Plaintiff Ruddock \$471.47 for seven (7) hours earned on December 12, 2020—to be paid on December 25, 2020—on January 8, 2021.

(t) Plaintiff Ulysses was paid approximately 2 hours of overtime late. Defendant/DOC failed to pay Plaintiff Ulysses approximately \$85.11 timely as follows:

- (1) Defendant/DOC untimely compensated Plaintiff Ulysses \$85.11 for two (2) hours earned on January 9, 2018—to be paid on January 26, 2018—on March 23, 2018.

(u) Plaintiff Williams was paid approximately 93.6 hours of overtime late. Defendant/DOC failed to pay Plaintiff Williams approximately \$7,721.96 timely as follows:

- (1) Defendant/DOC untimely compensated Plaintiff Williams \$169.60 for 2.3 hours earned on April 12, 2019—to be paid on May 3, 2019—on June 28, 2019.
- (2) Defendant/DOC untimely compensated Plaintiff Williams \$542.72 for 8 hours earned on May 22, 2019—to be paid on June 14, 2019—on June 28, 2019.
- (3) Defendant/DOC untimely compensated Plaintiff Williams \$542.72 for 8 hours earned on May 26, 2019—to be paid on June 14, 2019—on June 28, 2019.
- (4) Defendant/DOC untimely compensated Plaintiff Williams \$659.02 for 8 hours earned on May 5, 2020—to be paid on May 29, 2020—on June 26, 2020.
- (5) Defendant/DOC untimely compensated Plaintiff Williams \$164.76 for 2 hours earned on May 7, 2020—to be paid on May 29, 2020—on June 26, 2020.
- (6) Defendant/DOC untimely compensated Plaintiff Williams \$689.24 for 8 hours earned on September 3, 2020—to be paid on September 18, 2020—on October 2, 2020.

- (7) Defendant/DOC untimely compensated Plaintiff Williams \$172.31 for 2 hours earned on September 14, 2020—to be paid on October 2, 2020—on October 16, 2020.
- (8) Defendant/DOC untimely compensated Plaintiff Williams \$301.54 for 3.3 hours earned on September 21, 2020—to be paid on October 16, 2020—on October 30, 2020.
- (9) Defendant/DOC untimely compensated Plaintiff Williams \$689.24 for 8 hours earned on September 22, 2020—to be paid on October 16, 2020—on October 30, 2020.
- (10) Defendant/DOC untimely compensated Plaintiff Williams \$689.24 for 8 hours earned on September 23, 2020—to be paid on October 16, 2020—on October 30, 2020.
- (11) Defendant/DOC untimely compensated Plaintiff Williams \$86.15 for 1 hour earned on September 25, 2020—to be paid on October 16, 2020—on October 30, 2020.
- (12) Defendant/DOC untimely compensated Plaintiff Williams \$258.46 for 3 hours earned on September 25, 2020—to be paid on October 16, 2020—on October 30, 2020.
- (13) Defendant/DOC untimely compensated Plaintiff Williams \$689.24 for 8 hours earned on September 28, 2020—to be paid on October 16, 2020—on October 30, 2020.

- (14) Defendant/DOC untimely compensated Plaintiff Williams \$689.24 for 8 hours earned on September 29, 2020—to be paid on October 16, 2020—on October 30, 2020.
- (15) Defendant/DOC untimely compensated Plaintiff Williams \$689.24 for 8 hours earned on September 30, 2020—to be paid on October 16, 2020—on October 30, 2020.
- (16) Defendant/DOC untimely compensated Plaintiff Williams \$689.24 for 8 hours earned on October 1, 2020—to be paid on October 16, 2020—on October 30, 2020.

69. In addition, in many instances Defendant/DOC has failed to pay Plaintiffs their overtime compensation.

70. For example, during the past three years:²

(a) Defendant/DOC failed to pay Plaintiff Alcindor for approximately 32 hours of overtime totaling approximately \$1,128.84 as follows:

- (1) As of January 8, 2020, Defendant/DOC has failed to pay Plaintiff Alcindor \$291.35 for working eight (8) hours of overtime on December 13, 2019.
- (2) As of May 1, 2020, Defendant/DOC has failed to pay Plaintiff Alcindor \$254.79 for working eight (8) hours of overtime on April 12, 2020.
- (3) As of November 27, 2020, Defendant/DOC has failed to pay Plaintiff Alcindor \$291.35 for working eight (8) hours of overtime on November 5, 2020.
- (4) As of November 27, 2020, Defendant/DOC has failed to pay Plaintiff Alcindor \$291.35 for working eight (8) hours of overtime on November 8, 2020.

² For each Plaintiff, the overtime listed represents hours above and beyond 40 hours worked in the pertinent week.

(b) Defendant/DOC failed to pay Plaintiff Aponte for approximately 43 hours of overtime totaling \$3,049.41 as follows:

- (1) As of January 8, 2021, Defendant/DOC has failed to pay Plaintiff Aponte \$425.50 for working 6 hours of overtime on December 13, 2020.
- (2) As of January 8, 2021, Defendant/DOC has failed to pay Plaintiff Aponte \$141.83 for working 2 hours of overtime on December 28, 2020.
- (3) As of January 22, 2021, Defendant/DOC has failed to pay Plaintiff Aponte \$496.42 for working 7 hours of overtime on December 29, 2020.
- (4) As of January 22, 2021, Defendant/DOC has failed to pay Plaintiff Aponte \$425.50 for working 6 hours of overtime on December 30, 2020.
- (5) As of January 22, 2021, Defendant/DOC has failed to pay Plaintiff Aponte \$425.50 for working 6 hours of overtime on January 1, 2021.
- (6) As of January 22, 2021, Defendant/DOC has failed to pay Plaintiff Aponte \$567.33 for working 8 hours of overtime on January 4, 2021.
- (7) As of January 22, 2021, Defendant/DOC has failed to pay Plaintiff Aponte \$567.33 for working 8 hours of overtime on January 8, 2021.

(c) Defendant/DOC failed to pay Plaintiff Charles for approximately 2.3 hours of overtime totaling \$145 as follows:

- (1) As of November 27, 2020, Defendant/DOC has failed to pay Plaintiff Charles \$145 for working approximately 2.3 hours of overtime on November 8, 2020.

(d) Defendant/DOC failed to pay Plaintiff Cornelius for approximately 39 hours of overtime totaling approximately \$1,691.03 as follows:

(1) As of November 27, 2020, Defendant/DOC has failed to pay Plaintiff Cornelius \$346.87 for working eight (8) hours of overtime on November 2, 2020.

(2) As of November 27, 2020, Defendant/DOC has failed to pay Plaintiff Cornelius \$346.87 for working eight (8) hours of overtime on November 10, 2020.

(3) As of December 11, 2020, Defendant/DOC has failed to pay Plaintiff Cornelius \$216.80 for working five (5) hours of overtime on November 17, 2020.

(4) As of December 11, 2020, Defendant/DOC has failed to pay Plaintiff Cornelius \$86.72 from working two (2) hours of overtime on November 20, 2020.

(5) As of December 11, 2020, Defendant/DOC has failed to pay Plaintiff Cornelius \$86.72 from working two (2) hours of overtime on November 22, 2020.

(6) As of January 8, 2021, Defendant/DOC has failed to pay Plaintiff Cornelius \$346.87 for working eight (8) hours of overtime on December 17, 2020.

(7) As of January 8, 2021, Defendant/DOC has failed to pay Plaintiff Cornelius \$260.18 from working six (6) hours of overtime on December 19, 2020.

(e) Defendant/DOC failed to pay Plaintiff Curry for approximately 8 hours of overtime totaling approximately \$346.87 as follows:

(1) As of September 4, 2020, Defendant/DOC has failed to pay Plaintiff Curry \$346.87 for working 8 hours of overtime on August 10, 2020.

(f) Defendant/DOC failed to pay Plaintiff DeJesus for approximately 18 hours of overtime totaling approximately \$778.74 as follows:

(1) As of December 25, 2020, Defendant/DOC has failed to pay Plaintiff DeJesus \$346.87 for working eight (8) hours of overtime on December 2, 2020.

(2) As of December 25, 2020, Defendant/DOC has failed to pay Plaintiff DeJesus \$85 for working two (2) hours of overtime on December 7, 2020.

(3) As of January 8, 2021, Defendant/DOC has failed to pay Plaintiff DeJesus \$346.87 for working eight (8) hours of overtime on December 18, 2020.

(g) Defendant/DOC failed to pay Plaintiff Espino for approximately 24 hours of overtime totaling approximately \$1,764 as follows:

(1) As of February 5, 2021, Defendant/DOC has failed to pay Plaintiff Espino \$588 for working eight (8) hours of overtime on January 12, 2021.

(2) As of February 5, 2021, Defendant/DOC has failed to pay Plaintiff Espino \$588 for working eight (8) hours of overtime on January 19, 2021.

(3) As of February 5, 2021, Defendant/DOC has failed to pay Plaintiff Espino \$588 for working eight (8) hours of overtime on January 21, 2021.

(h) Defendant/DOC failed to pay Plaintiff Fernandez for approximately 22 hours of overtime totaling approximately \$1,615.44 as follows:

(1) As of June 12, 2020, Defendant/DOC has failed to pay Plaintiff Fernandez \$542.72 for working eight (8) hours of overtime on May 18, 2020.

(2) As of June 12, 2020, Defendant/DOC has failed to pay Plaintiff Fernandez \$542.72 for working eight (8) hours of overtime on May 19, 2020.

(3) As of June 12, 2020, Defendant/DOC has failed to pay Plaintiff Fernandez \$530 for working six (6) hours of overtime on May 20, 2020.

(i) Defendant/DOC failed to pay Plaintiff Francois for approximately 48.3 hours of overtime totaling approximately \$3,404.64 as follows:

(1) As of October 30, 2020, Defendant/DOC has failed to pay Plaintiff Francois \$561.50 for working 8 hours of overtime on October 8, 2020.

(2) As of October 30, 2020, Defendant/DOC has failed to pay Plaintiff Francois \$561.50 for working 8 hours of overtime on October 12, 2020.

(3) As of October 30, 2020, Defendant/DOC has failed to pay Plaintiff Francois \$1,123.18 for working 16 hours of overtime on October 10, 2020.

(4) As of December 11, 2020, Defendant/DOC has failed to pay Plaintiff Francois \$561.59 for working 8 hours of overtime on November 21, 2020.

(5) As of January 8, 2021, Defendant/DOC has failed to pay Plaintiff Francois \$596.69 for working 8.3 hours of overtime on December 19, 2020.

(j) Defendant/DOC failed to pay Plaintiff Garnett for approximately 18 hours of overtime totaling approximately \$1,212.34 as follows:

(1) As of October 16, 2020, Defendant/DOC has failed to pay Plaintiff Garnett \$269.41 for working four (4) hours of overtime on September 20, 2020.

(2) As of October 16, 2020, Defendant/DOC has failed to pay Plaintiff Garnett \$269.41 for working four (4) hours of overtime on September 26, 2020.

(3) As of October 16, 2020, Defendant/DOC has failed to pay Plaintiff Garnett \$269.41 for working four (4) hours of overtime on September 29, 2020.

(4) As of October 30, 2020, Defendant/DOC has failed to pay Plaintiff Garnett \$134.70 for working two (2) hours of overtime on October 8, 2020.

(5) As of October 30, 2020, Defendant/DOC has failed to pay Plaintiff Garnett \$269.41 from working four (4) hours on October 14, 2020.

(k) Defendant/DOC failed to pay Plaintiff Gouveia for approximately 3.5 hours of overtime totaling approximately \$150 as follows:

- (1) As of February 5, 2021, Defendant/DOC has failed to pay Plaintiff Gouveia \$150 for working 3.5 hours of overtime on January 19, 2021.

(l) Defendant/DOC failed to pay Plaintiff Herney for approximately 29.6 hours of overtime totaling approximately \$1,708.68 as follows:

- (1) As of October 2, 2020, Defendant/DOC has failed to pay Plaintiff Herney \$117.84 for working two (2) hours of overtime on September 15, 2020.
- (2) As of October 2, 2020, Defendant/DOC has failed to pay Plaintiff Herney \$530.28 for working 9.3 hours of overtime on September 17, 2020.
- (3) As of November 13, 2020, Defendant/DOC has failed to pay Plaintiff Herney \$235.68 for working 4.3 hours of overtime on October 23, 2020.
- (4) As of November 13, 2020, Defendant/DOC has failed to pay Plaintiff Herney \$471.36 for working eight (8) hours of overtime on October 26, 2020.
- (5) As of January 8, 2021, Defendant/DOC has failed to pay Plaintiff Herney \$353.52 for working six (6) hours of overtime on December 23, 2020.

(m) Defendant/DOC failed to pay Plaintiff Hilliard for approximately 19 hours of overtime totaling approximately \$808.45 as follows:

- (1) As of November 27, 2020, Defendant/DOC has failed to pay Plaintiff Hilliard \$255.30 for working six (6) hours of overtime on November 6, 2020.
- (2) As of November 27, 2020, Defendant/DOC has failed to pay Plaintiff Hilliard \$170.20 for working four (4) hours of overtime on November 9, 2020.

(3) As of December 11, 2020, Defendant/DOC has failed to pay Plaintiff Hilliard \$42.55 for working one (1) hour of overtime on November 21, 2020.

(4) As of January 22, 2021, Defendant/DOC has failed to pay Plaintiff Hilliard \$212.75 for working five (5) hours of overtime on December 28, 2020.

(5) As of January 22, 2021, Defendant/DOC has failed to pay Plaintiff Hilliard \$127.65 for working three (3) hours of overtime on January 4, 2021.

(n) Defendant/DOC failed to pay Plaintiff Holmes for approximately 16 hours of overtime totaling approximately \$1,077.66 as follows:

(1) As of November 27, 2020, Defendant/DOC has failed to pay Plaintiff Holmes \$538.83 for working eight (8) hours of overtime on November 7, 2020.

(2) As of January 8, 2021, Defendant/DOC has failed to pay Plaintiff Holmes \$538.83 for working eight (8) hours of overtime on December 17, 2020.

(o) Defendant/DOC failed to pay Plaintiff Lewis for approximately 60.1 hours of overtime totaling approximately \$4,285.31 as follows:

- (1) As of March 22, 2019, Defendant/DOC has failed to pay Plaintiff Lewis \$141.15 for working 2 hours of overtime on February 26, 2019.
- (2) As of March 22, 2019, Defendant/DOC has failed to pay Plaintiff Lewis \$564.46 for working 8 hours of overtime on March 5, 2019.
- (3) As of April 19, 2019, Defendant/DOC has failed to pay Plaintiff Lewis \$48 for working .67 hours of overtime on March 29, 2019.
- (4) As of April 19, 2019, Defendant/DOC has failed to pay Plaintiff Lewis \$48 for working .67 hours of overtime on March 30, 2019.

- (5) As of April 19, 2019, Defendant/DOC has failed to pay Plaintiff Lewis \$424.18 for working 5.75 hours of overtime on April 3, 2019.
- (6) As of June 28, 2019, Defendant/DOC has failed to pay Plaintiff Lewis \$48 for working .67 hours of overtime on June 15, 2019.
- (7) As of June 28, 2019, Defendant/DOC has failed to pay Plaintiff Lewis \$48 for working .67 hours of overtime on June 15, 2019.
- (8) As of September 6, 2019, Defendant/DOC has failed to pay Plaintiff Lewis \$564.46 for working 8 hours of overtime on August 21, 2019.
- (9) As of October 4, 2019, Defendant/DOC has failed to pay Plaintiff Lewis \$48 for working .67 hours of overtime on September 13, 2019.
- (10) As of November 1, 2019, Defendant/DOC has failed to pay Plaintiff Lewis \$141.15 for working 2 hours of overtime on October 15, 2019.
- (11) As of November 29, 2019, Defendant/DOC has failed to pay Plaintiff Lewis \$564.46 for working 8 hours of overtime on November 6, 2019.
- (12) As of January 24, 2020, Defendant/DOC has failed to pay Plaintiff Lewis \$141.15 for working 2 hours of overtime on January 7, 2020.
- (13) As of February 7, 2020, Defendant/DOC has failed to pay Plaintiff Lewis \$141.15 for working 2 hours of overtime on January 24, 2020.
- (14) As of February 21, 2020, Defendant/DOC has failed to pay Plaintiff Lewis \$564.46 for working 8 hours of overtime on January 29, 2020.
- (15) As of March 6, 2020 Defendant/DOC has failed to pay Plaintiff Lewis \$141.15 for working 2 hours of overtime on February 11, 2020.

- (16) As of April 3, 2020, Defendant/DOC has failed to pay Plaintiff Lewis \$221.31 for working 3 hours of overtime on March 10, 2020.
- (17) As of April 3, 2020, Defendant/DOC has failed to pay Plaintiff Lewis \$295.08 for working 4 hours of overtime on March 12, 2020.
- (18) As of April 17, 2020, Defendant/DOC has failed to pay Plaintiff Lewis \$141.15 for working 2 hours of overtime on March 31, 2020.

(p) Defendant/DOC failed to pay Plaintiff Malcolm for approximately 58.9 hours of overtime totaling approximately \$4,932.92 as follows:

- (1) As of November 15, 2019, Defendant/DOC has failed to pay Plaintiff Malcolm \$657.67 for working eight (8) hours of overtime on October 23, 2019.
- (2) As of November 15, 2019, Defendant/DOC has failed to pay Plaintiff Malcolm \$657.67 for working eight (8) hours of overtime on October 25, 2019.
- (3) As of May 1, 2020, Defendant/DOC has failed to pay Plaintiff Malcolm \$658.86 for working eight (8) hours of overtime on April 6, 2020.
- (4) As of July 24, 2020, Defendant/DOC has failed to pay Plaintiff Malcolm \$658.86 for working eight (8) hours of overtime on June 30, 2020.
- (5) As of December 11, 2020, Defendant/DOC has failed to pay Plaintiff Malcolm \$658.86 for working eight (8) hours of overtime on November 23, 2020.
- (6) As of December 24, 2020, Defendant/DOC has failed to pay Plaintiff Malcolm \$715.31 for working 8.3 hours of overtime on November 29, 2020.
- (7) As of December 24, 2020, Defendant/DOC has failed to pay Plaintiff Malcolm \$168.31 for working two (2) hours of overtime on December 1, 2020.

(8) As of December 24, 2020, Defendant/DOC has failed to pay Plaintiff Malcolm \$168.31 from working two (2) hours of overtime on December 2, 2020.

(9) As of January 22, 2021, Defendant/DOC has failed to pay Plaintiff Malcolm \$210.38 for working 2.3 hours of overtime on January 2, 2021.

(10) As of January 22, 2021, Defendant/DOC has failed to pay Plaintiff Malcolm \$378.69 for working 4.5 hours of overtime on January 3, 2021.

(q) Defendant/DOC failed to pay Plaintiff Maraj for approximately 121 hours of overtime totaling approximately \$9,867.24 as follows:

- (1) As of August 24, 2018, Defendant/DOC has failed to pay Plaintiff Maraj \$1,270.76 for working 16 hours of overtime on August 7, 2018.
- (2) As of March 22, 2019, Defendant/DOC has failed to pay Plaintiff Maraj \$555.96 for working seven (7) hours of overtime on February 27, 2019.
- (3) As of March 22, 2019, Defendant/DOC has failed to pay Plaintiff Maraj \$555.96 for working seven (7) hours of overtime on February 28, 2019.
- (4) As of May 31, 2019, Defendant/DOC has failed to pay Plaintiff Maraj \$657.67 for working eight (8) hours of overtime on May 14, 2019.
- (5) As of June 14, 2019, Defendant/DOC has failed to pay Plaintiff Maraj \$657.67 for working eight (8) hours of overtime on May 25, 2019.
- (6) As of August 23, 2019, Defendant/DOC has failed to pay Plaintiff Maraj \$657.67 for working eight (8) hours of overtime on July 30, 2019.
- (7) As of August 23, 2019, Defendant/DOC has failed to pay Plaintiff Maraj \$657.67 for working eight (8) hours of overtime on August 9, 2019.

- (8) As of March 6, 2020, Defendant/DOC has failed to pay Plaintiff Maraj \$657.67 for working eight (8) hours of overtime on February 10, 2020.
- (9) As of April 3, 2020, Defendant/DOC has failed to pay Plaintiff Maraj \$657.67 for working eight (8) hours of overtime on March 20, 2020.
- (10) As of April 3, 2020, Defendant/DOC has failed to pay Plaintiff Maraj \$246.62 for working three (3) hours of overtime on March 20, 2020.
- (11) As of April 17, 2020, Defendant/DOC has failed to pay Plaintiff Maraj \$1,315.34 for working 16 hour of overtime on March 29, 2020.
- (12) As of June 12, 2020, Defendant/DOC has failed to pay Plaintiff Maraj \$658.86 for working eight (8) hours of overtime on May 18, 2020.
- (13) As of August 7, 2020, Defendant/DOC has failed to pay Plaintiff Maraj \$658.86 for working eight (8) hours of overtime on July 16, 2020.
- (14) As of October 2, 2020, Defendant/DOC has failed to pay Plaintiff Maraj \$658.86 for working eight (8) hours of overtime on September 7, 2020.

(r) Defendant/DOC failed to pay Plaintiff Mozeb for approximately 8.65 hours of overtime totaling approximately \$405.77 as follows:

- (1) As of November 27, 2020, Defendant/DOC has failed to pay Plaintiff Mozeb \$93.82 for working 2 hours of overtime on November 12, 2020.
- (2) As of December 25, 2020, Defendant/DOC has failed to pay Plaintiff Mozeb \$75.06 for working 1.6 hours of overtime on December 8, 2020.
- (3) As of January 22, 2021, Defendant/DOC has failed to pay Plaintiff Mozeb \$93.82 for working 2 hours of overtime on December 29, 2020.

- (4) As of February 5, 2021, Defendant/DOC has failed to pay Plaintiff Mozeb \$82.09 for working 1.75 hours of overtime on January 10, 2021.
- (5) As of February 5, 2021, Defendant/DOC has failed to pay Plaintiff Mozeb \$37.53 for working .8 hours of overtime on January 17, 2021.
- (6) As of February 5, 2021, Defendant/DOC has failed to pay Plaintiff Mozeb \$23.46 for working .5 hours of overtime on January 18, 2021.

(s) Defendant/DOC failed to pay Plaintiff Pu for approximately 54.6 hours of overtime totaling approximately \$2,486.81 as follows:

- (1) As of March 8, 2019, Defendant/DOC has failed to pay Plaintiff Pu \$62.06 for working 1.5 hours of overtime on February 15, 2019.
- (2) As of March 8, 2019, Defendant/DOC has failed to pay Plaintiff Pu \$330.96 for working eight (8) hours of overtime on February 21, 2019.
- (3) As of April 19, 2019, Defendant/DOC has failed to pay Plaintiff Pu \$330.96 for working eight (8) hours of overtime on March 29, 2019.
- (4) As of April 19, 2019, Defendant/DOC has failed to pay Plaintiff Pu \$124.11 for working eight (8) hours of overtime on March 30, 2019.
- (5) As of May 3, 2019, Defendant/DOC has failed to pay Plaintiff Pu \$165.48 for working four (4) hours of overtime on April 10, 2019.
- (6) As of November 15, 2019, Defendant/DOC has failed to pay Plaintiff Pu \$206.85 for working five (5) hours of overtime on October 21, 2019.
- (7) As of January 10, 2020, Defendant/DOC has failed to pay Plaintiff Pu \$41.37 for working an hour (1) of overtime on December 24, 2019.

- (8) As of October 30, 2020, Defendant/DOC has failed to pay Plaintiff Pu \$200 for working four (4) hours of overtime on October 6, 2020.
- (9) As of October 30, 2020, Defendant/DOC has failed to pay Plaintiff Pu \$325 for working 6.5 hours of overtime on October 10, 2020.
- (10) As of October 30, 2020, Defendant/DOC has failed to pay Plaintiff Pu \$300 for working 6 hours of overtime on October 16, 2020.
- (11) As of January 8, 2021, Defendant/DOC has failed to pay Plaintiff Pu \$400.02 for working eight (8) hours of overtime on December 25, 2020.

(t) Defendant/DOC failed to pay Plaintiff Ruddock for approximately 21 hours of overtime totaling approximately \$900.06 as follows:

- (1) As of January 22, 2021, Defendant/DOC has failed to pay Plaintiff Ruddock \$128.58 for working 3 hours of overtime on January 1, 2021.
- (2) As of January 22, 2021, Defendant/DOC has failed to pay Plaintiff Ruddock \$85.72 for working 2 hours of overtime on January 6, 2021.
- (3) As of January 22, 2021, Defendant/DOC has failed to pay Plaintiff Ruddock \$85.72 for working 2 hours of overtime on January 7, 2021.
- (4) As of February 5, 2021, Defendant/DOC has failed to pay Plaintiff Ruddock \$85.72 for working 2 hours of overtime on January 16, 2021.
- (5) As of February 5, 2021, Defendant/DOC has failed to pay Plaintiff Ruddock \$257.16 for working 6 hours of overtime on January 17, 2021.
- (6) As of February 19, 2021, Defendant/DOC has failed to pay Plaintiff Ruddock \$257.16 for working 6 hours of overtime on January 29, 2021.

(u) Defendant/DOC failed to pay Plaintiff Ulysses for approximately 23.75 hours of overtime totaling approximately \$1,725.88 as follows:

- (1) As of March 23, 2018, Defendant/DOC has failed to pay Plaintiff Ulysses \$81.41 for working an hour (1) of overtime on March 9, 2018.
- (2) As of May 18, 2018, Defendant/DOC has failed to pay Plaintiff Ulysses \$81.41 for working an hour (1) of overtime on April 26, 2018.
- (3) As of June 1, 2018, Defendant/DOC has failed to pay Plaintiff Ulysses \$32.56 for working .3 hours of overtime on May 9, 2018.
- (4) As of June 1, 2018, Defendant/DOC has failed to pay Plaintiff Ulysses \$32.56 for working .3 hours of overtime on May 18, 2018.
- (5) As of June 29, 2018, Defendant/DOC has failed to pay Plaintiff Ulysses \$81.41 for working an hour (1) of overtime on June 8, 2018.
- (6) As of August 10, 2018, Defendant/DOC has failed to pay Plaintiff Ulysses \$81.41 for working an hour (1) of overtime on July 19, 2018.
- (7) As of August 10, 2018, Defendant/DOC has failed to pay Plaintiff Ulysses \$32.56 for working .3 hours of overtime on July 20, 2018.
- (8) As of August 10, 2018, Defendant/DOC has failed to pay Plaintiff Ulysses \$81.41 for working 1.15 hours of overtime on July 26, 2018.
- (9) As of August 24, 2018, Defendant/DOC has failed to pay Plaintiff Ulysses \$81.41 for working 1.15 hours of overtime on August 1, 2018.
- (10) As of August 24, 2018, Defendant/DOC has failed to pay Plaintiff Ulysses \$81.41 for 1.15 hours of overtime on August 9, 2018.

- (11) As of September 7, 2018, Defendant/DOC has failed to pay Plaintiff Ulysses \$81.41 for working 1.15 hours of overtime on August 16, 2018.
- (12) As of September 7, 2018, Defendant/DOC has failed to pay Plaintiff Ulysses \$81.41 for working 1.15 hours of overtime on August 23, 2018.
- (13) As of September 21, 2018, Defendant/DOC has failed to pay Plaintiff Ulysses \$81.41 for working 1.15 hours of overtime on August 30, 2018.
- (14) As of September 21, 2018, Defendant/DOC has failed to pay Plaintiff Ulysses \$81.41 for working 1.15 hours of overtime on September 6, 2018.
- (15) As of October 5, 2018, Defendant/DOC has failed to pay Plaintiff Ulysses \$81.41 for working 1.15 hours of overtime on September 13, 2018.
- (16) As of October 19, 2018, Defendant/DOC has failed to pay Plaintiff Ulysses \$81.41 for working 1.15 hours of overtime on September 20, 2018.
- (17) As of November 30, 2018, Defendant/DOC has failed to pay Plaintiff Ulysses \$81.41 for working 1.15 hours of overtime on September 27, 2018.
- (18) As of November 30, 2018, Defendant/DOC has failed to pay Plaintiff Ulysses \$81.41 for working 1.15 hours of overtime on November 8, 2018.
- (19) As of December 14, 2018, Defendant/DOC has failed to pay Plaintiff Ulysses \$81.41 for working 1.15 hours of overtime on November 15, 2018.
- (20) As of December 14, 2018, Defendant/DOC has failed to pay Plaintiff Ulysses \$81.41 for working 1.15 hours of overtime on November 29, 2018.
- (21) As of December 28, 2018, Defendant/DOC has failed to pay Plaintiff Ulysses \$81.41 for working 1.15 hours of overtime on December 6, 2018.

- (22) As of December 28, 2018, Defendant/DOC has failed to pay Plaintiff Ulysses \$81.41 for working 1.15 hours of overtime on December 13, 2018.
- (23) As of January 11, 2019, Defendant/DOC has failed to pay Plaintiff Ulysses \$81.41 for working 1.15 hours of overtime on December 20, 2018.

71. In addition to Plaintiffs, during the time period pertinent to this matter, Defendant/DOC has employed in excess of 10,000 employees.

COLLECTIVE ACTION ALLEGATIONS

72. Plaintiffs bring this action individually and on behalf of all others similarly situated pursuant to, *inter alia*, 29 U.S.C. § 216(b). Plaintiffs and the similarly situated individuals worked for Defendant/DOC. The proposed collectives are defined as follows:

(a) All Assistant Deputy Wardens, Captains, and Correction Officers employed by the Defendant/DOC at any time within the three year period immediately preceding the filing of the initial complaint and up to the time of trial who did not receive overtime earned in a particular workweek on the regular pay day for the period in which such workweek ended (“Late Paid Overtime Collective”); and

(b) All Assistant Deputy Wardens, Captains, and Correction Officers employed by the Defendant/DOC at any time within the three year period immediately preceding the filing of the initial complaint and up to the time of trial who were not paid for overtime worked (“Unpaid Overtime Collective”).

73. Plaintiffs have consented in writing to be a part of this action pursuant to 29 U.S.C. § 216(b) and their consent forms have been filed. As this case proceeds, it is likely that additional individuals will file consent forms and join as “opt-in” plaintiffs.

74. Plaintiffs and the members of the Late Paid Overtime Collective and Unpaid Overtime Collective are or were employed by Defendant/DOC within the meaning of the FLSA.

75. Plaintiffs and the members of the Late Paid Overtime Collective worked substantial overtime hours for which they were not compensated in a timely fashion in violation of the FLSA.

76. Plaintiffs and the members of the Unpaid Overtime Collective worked substantial overtime hours for which they were not compensated at all.

77. Defendant/DOC required overtime work. Defendant/DOC is aware that Plaintiffs, the Late Paid Overtime Collective and the Unpaid Overtime Collective worked overtime and despite that knowledge did not pay them or paid them in an untimely fashion.

78. Defendant/DOC's unlawful conduct is widespread, repetitious, and consistent affecting Plaintiffs, the Late Paid Overtime Collective and the Unpaid Overtime Collective.

79. Defendant/DOC's conduct is willful and in bad faith, and has caused significant damages to Plaintiffs, the Late Paid Overtime Collective and Unpaid Overtime Collective.

80. Defendant/DOC is liable under the FLSA for failing to properly compensate Plaintiffs, the Late Paid Overtime Collective and the Unpaid Overtime Collective.

81. Notice of this action should be sent to the Late Paid Overtime Collective and Unpaid Overtime Collective. There are numerous similarly situated current and former employees of the Defendant/DOC who have not been paid overtime or who have been denied timely compensation in violation of the FLSA who would benefit from a Court supervised notice of the lawsuit and the opportunity to join the case. Those similarly situated employees are known to the Defendant/DOC and are readily identifiable through the Defendant/DOC's records.

FIRST CAUSE OF ACTION
Plaintiffs and the Late Paid Overtime Collective against Defendant
Delayed Overtime Wages under FLSA

82. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

83. The FLSA mandates, as a general rule, that overtime compensation earned in a particular workweek must be paid on the regular payday for the period in which such workweek ends.

84. In violation of the FLSA, Defendant/DOC has engaged in a widespread pattern and practice of failing to timely/promptly pay Plaintiffs and the Late Paid Overtime Collective.

85. Defendant/DOC's unlawful conduct has been willful and intentional. Defendant/DOC was aware or should have been aware that its practices with respect to the compensation of Plaintiffs and the Late Paid Overtime Collective are unlawful. Indeed, Plaintiff Malcolm, and others, advised as much on several occasions only to be ignored. Because Defendant/DOC willfully violated the FLSA, a three-year statute of limitations applies to such violations, pursuant to 29 U.S.C. § 255.

86. Defendant/DOC has not made a good faith effort to comply with the FLSA's prompt payment requirement.

87. As a result of Defendant/DOC's unlawful acts, Plaintiffs and the Late Paid Overtime Collective are entitled to the recovery of liquidated damages, interest, attorneys' fees, costs, and other compensation pursuant to the FLSA.

SECOND CAUSE OF ACTION
Plaintiffs and the Unpaid Overtime Collective against Defendant
Unpaid Overtime Wages under FLSA

88. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

89. The FLSA mandates that all hours worked in excess of 40 per week be compensated at one and one half times an individual's regular rate of pay.

90. In violation of the FLSA, Defendant/DOC has engaged in a widespread pattern and practice of failing to pay Plaintiffs and the Unpaid Overtime Collective in accordance with the FLSA.

91. Defendant/DOC's unlawful conduct has been willful and intentional. Defendant/DOC was aware or should have been aware that its practices with respect to the compensation of Plaintiffs and the Unpaid Overtime Collective are unlawful. Indeed, Plaintiff Malcolm, and others, advised as much on several occasions only to be ignored. Because Defendant/DOC willfully violated the FLSA, a three-year statute of limitations applies to such violations, pursuant to 29 U.S.C. § 255.

92. Defendant/DOC has not made a good faith effort to comply with the FLSA's overtime pay requirements.

93. As a result of Defendant/DOC's unlawful acts, Plaintiffs and the Unpaid Overtime Collective are entitled to recovery of unpaid overtime wages, liquidated damages, interest, attorneys' fees, costs, and other compensation pursuant to the FLSA.

THIRD CAUSE OF ACTION
Plaintiff Malcolm against Defendant
Retaliation under the FLSA

94. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

95. Plaintiff Malcolm began his career as a Correction Officer.

96. Plaintiff Malcolm was promoted to Correction Captain on 2/19/16 and then received another promotion via a successful civil service exam #7522 (competitive title Warden, Level I, code 70488) where he achieved list number 5.

97. On 3/28/18, Plaintiff Malcolm was promoted to Assistant Deputy Warden.

98. Upon Plaintiff Malcolm's promotion to Assistant Deputy Warden, he was assigned to AMKC.

99. While Plaintiff Malcolm was working at AMKC, he worked a significant number of hours of overtime and did not receive his overtime pay in accordance with the NYC Office of Payroll Administration (OPA) calendar pay schedule.

100. Said schedule dictates when overtime is supposed to be paid.

101. Throughout the past three (3) years up to and including present, Plaintiff Malcolm has submitted several complaints about Defendant's failure to pay overtime timely and indeed at all.

102. Plaintiff Malcolm has submitted numerous complaints through, *inter alia*, several verbal and written communications with his assigned timekeepers, the central timekeeping unit, payroll department and his superiors.

103. Plaintiff Malcolm's complaints about his late/unpaid overtime in violation of the FLSA went ignored or worse.

104. As Plaintiff Malcolm continued to submit complaints he was subjected to an unfair and adverse job action of a sudden change of job location.

105. More particularly, on or about September 27, 2019, Plaintiff Malcolm was the sole person involuntarily transferred/re-assigned from his job location (AMKC) suddenly and without any prior discussion to a new job location (RNDC).

106. Based on his list number, 15 other people should have been transferred before him.

107. Plaintiff Malcolm was very dismayed, disheartened, shocked and surprised that he was transferred from AMKC to RNDC suddenly and without any explanation of the reason he was transferred.

108. At the time of working in AMKC, Plaintiff Malcolm did not have any disciplinary, attendance, or work performance issues on his personnel record.

109. It is clear that the transfer was in retaliation for Plaintiff Malcolm's numerous complaints regarding Defendant's violations of the FLSA as, *inter alia*, non-complaining employees were not transferred in the manner that Plaintiff Malcolm was.

110. As a result of being reassigned from AMKC to RDNC Plaintiff Malcolm's overtime hours, and thus his earnings, were significantly reduced.

111. Additionally, Defendant informed Plaintiff Malcolm that he was not permitted to work his usual overtime hours.

112. Subsequent to his improper transfer, Plaintiff Malcolm continued to complain by, *inter alia*, on December 29, 2019 sending a lengthy email regarding unpaid/late paid overtime.

113. Plaintiff Malcolm was also assigned a new timekeeper, Ms. Tanya Baker, a Payroll Supervisor.

114. As Plaintiff Malcolm continued to inquire about his late/unpaid overtime Defendant required him to send video surveillance snapshots of himself arriving to the RNDC facility with date and time to be included on the video surveillance snapshots and further

required him to produce similar snapshots of himself departing the facility at the end of his tour of duty. No one else has been required to submit such documentation.

115. Defendant also required Plaintiff Malcolm's warden's attestation, either verbal or written, to the payroll department that Plaintiff Malcolm reported for duty and/or worked overtime. Another procedure that no one else, including non-complaining employees, had to follow.

116. The foregoing punitive procedures were in addition to the normal procedures of requiring Plaintiff Malcolm to complete sign in sheets and log book entries which reflected the overtime he worked.

117. Notwithstanding the foregoing harassing procedures and Plaintiff Malcolm's complaints, Defendant continued to pay Plaintiff Malcolm's overtime late or not at all.

118. On August 13, 2020, Acting Assistant Chief Sherrieann Rembert emailed Plaintiff Malcolm and his superiors stating "Restrict ADW Malcolm for the remaining [sic] of the month[.]" referring to restricting him from earning overtime.

119. The restriction order was reinforced by an email from Ms. Baker to Ms. Rembert and Plaintiff Malcolm's superiors stating "Please be advised RNDC ADW Omar Malcolm performed overtime on 8/29/20 for 8 hours in contrast to 8/13/20 restriction order." Plaintiff Malcolm performed the overtime in question as there were no other ADWs available to work in the facility at the time in question.

120. On November 6, 2020, Ms. Baker emailed Plaintiff Malcolm and his superiors requesting that Plaintiff Malcolm's warden order him to work for free through contractual additional tours of duty.

121. Given the extremely unfair and pervasive actions being perpetrated by Defendant, Plaintiff Malcolm's warden attempted to assist by contacting Ms. Baker and Ms. Rembert. Unfortunately, Plaintiff Malcolm's issues continued.

122. Thereafter, Plaintiff Malcolm proceeded to contact and file a complaint with the DOC's Labor Relations Unit.

123. Mr. Jason Dunkel and Ms. Maria Guccione, labor relations staff, responded via email on one occasion and provided that they would look into Plaintiff Malcolm's issues and get back to him. However, his complaints were never resolved via the labor relations unit, payroll department, human resources division or otherwise.

124. 29 U.S.C. § 215(a)(3) provides that it shall be unlawful for any person to discharge or in any other manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this chapter, or has testified or is about to testify in any such proceeding, or has served or is about to serve on an industry committee.

125. Plaintiff Malcolm has been complaining vociferously about Defendant's violations of the FLSA since at least November 2016 with complaints ramping up from mid-late 2019 to present as the Defendant/DOC's violations of the FLSA have become more frequent and widespread.

126. As set forth above, Plaintiff Malcolm's complaints have been frequent and both verbal and in writing.

127. As a direct result of his complaints, Plaintiff Malcolm has, *inter alia*, been improperly transferred from AMKC to RNDC directly impacting his ability to earn overtime, has been subjected to improper overtime restrictions, has been forced to take unnecessary and

harassing steps to prove the amount of overtime he has worked (e.g. being forced to utilize surveillance footage and have his warden vouch for his overtime worked), and has been repeatedly harassed by Defendant. No one else was subjected to, *inter alia*, an improper transfer, draconian time keeping methodologies or the level of harassment Plaintiff Malcolm has experienced, including but not limited to, those who have not complained about violations of the FLSA.

128. As a result of Defendant/DOC's actions Plaintiff Malcolm has suffered, *inter alia*, severe emotional distress.

129. Given the foregoing, Plaintiff Malcolm is entitled to unpaid wages, lost wages, liquidated damages, interest, attorneys' fees, costs and disbursements, emotional distress damages, compensatory damages, punitive damages and all other damages available under the FLSA/applicable law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all other similarly situated persons, respectfully request that the Court grant the following relief:

a) That at the earliest possible time, Plaintiffs be allowed to give notice of this Collective Action, or that the Court issue such notice to the Late Paid Overtime Collective and the Unpaid Overtime Collective, as defined above. Such notice shall inform the Late Paid Overtime Collective and the Unpaid Overtime Collective of the filing of this civil action, the nature of this action, and their right to join this action;

b) Designation of Plaintiffs as representatives of the Collectives and counsel of record as collective counsel;

c) On the first cause of action, damages in an amount to be determined at trial which includes, but is not limited to, liquidated damages, interest, attorneys' fees, costs, and other compensation pursuant to the FLSA;

d) On the second cause of action, damages in an amount to be determined at trial which includes, but is not limited to, unpaid overtime, liquidated damages, interest, attorneys' fees, costs, and other compensation pursuant to the FLSA;

e) On the third cause of action, damages in an amount to be determined at trial which includes, but is not limited to, unpaid wages, lost wages, liquidated damages, interest, attorneys' fees, costs and disbursements, emotional distress damages, compensatory damages, punitive damages and any other damages available under the FLSA/applicable law.

f) All pertinent and available damages under the FLSA and supporting regulations such as the United States Department of Labor Regulations;

g) Appropriate injunctive and declaratory relief;

h) Interest;

i) Reasonable attorneys' fees, costs and disbursements; and

j) Such other relief as this Court shall deem just and proper.

JURY DEMAND

Plaintiffs demand a trial by jury on all claims properly triable by a jury.

Dated: Huntington, New York
February 22, 2020

Respectfully Submitted,
MOSER LAW FIRM, P.C.

By: Paul Pagano
Paul A. Pagano, Esq.
Attorneys for Plaintiffs
5 East Main Street
Huntington, NY 11743
(516) 671-1150
paul.pagano@moserlawfirm.com